

**AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE REPUBLIC OF LATVIA
CONCERNING SECURITY MEASURES FOR THE
PROTECTION OF CLASSIFIED MILITARY
INFORMATION**

January 15, 1998, Date-Signed
January 15, 1998, Date-In-Force

The Government of the United States of America and the Government of the Republic of Latvia (hereinafter the Parties), in furtherance of mutual cooperation and wishing to ensure the protection of classified military information, have agreed as follows:

ARTICLE 1

APPLICABILITY

A. For the purpose of this Agreement:

(1) "Classified military information" is information that is generated by or for the Department of Defense of the United States of America or the Ministry of Defense of the Republic of Latvia, or that is under their jurisdiction or control, and which requires protection in accordance with national legislation in the interests of national security of the Parties. For the Government of the United States of America, classified military information is marked CONFIDENTIAL, SECRET, OR TOP SECRET. For the Government of the Republic of Latvia, it is marked CONFIDENTIAL (KONFIDENCIALA), SECRET (SLEPENA), OR TOP SECRET [*2] (SEVISKI SLEPENA). The information may be in oral, visual, or documentary form, or in the form of equipment or technology.

(2) "Recipient Party" is the Party to which classified information is released.

(3) "Releasing Party" is the Party which releases classified information.

B. The subject of this Agreement is classified military information that is provided directly or indirectly by one Party to the other Party, or to an officer or other representative or authorized body of the Parties. Such information shall be protected according to the laws and regulations of the recipient Party and to the terms set forth herein.

C. Each party shall promptly notify the other of any changes to its laws and regulations that would affect the protection of classified military information under this Agreement. In such case, the Parties shall consult, as provided for in ARTICLE 15, to consider possible change to this Agreement. In the interim, classified military information shall continue to be protected as described herein, unless agreed otherwise in writing by the releasing Party.

ARTICLE 2

IMPLEMENTING AGENCIES FOR SUPPLEMENTAL PROTOCOLS OR AGREEMENTS

For the Government of the United [*3] States of America, the agency for concluding supplemental protocols or agreements shall be the Department of Defense. For the Government of the Republic of Latvia, the agency shall be the Ministry of Defense.

ARTICLE 3

ACCESS

A. No individual shall be entitled to access to the classified military information solely by virtue of rank, appointment, or security clearance. Access to the information shall be granted only to those individuals whose official duties require such access and who have been granted a personnel security clearance in accordance with the prescribed standards of the Parties.

B. The Parties shall ensure that:

(1) The recipient Party will not release the information to a third-country government, person, or other entity of a third country without the prior written approval of the releasing Party;

(2) The recipient Party will afford the information a degree of protection equivalent to that afforded it by the releasing Party;

(3) The recipient Party will not use the information for other than the purpose for which it was provided without the prior written approval of the releasing Party;

(4) The recipient Party will respect private rights, such as [*4] patents, copyrights, or trade secrets which are involved in the information, and

(5) Each facility or establishment that handles classified military information shall maintain a registry of individuals at the facility or establishment who are authorized to have access to such information.

ARTICLE 4

PERSONNEL SECURITY

A. The granting of a personnel security clearance to an individual shall consider all available information necessary to determine that the individual is of unquestioned loyalty, trustworthiness, and excellent character.

B. An appropriate investigation, in sufficient detail to provide assurance that the above criteria have been met, shall be conducted by the Parties with respect to any individual to be granted access to classified information covered by this Agreement.

C. Before a representative of a Party releases classified military information to an officer or representative of the other Party, the receiving Party shall provide to the releasing Party an assurance that the officer or representative possesses the necessary level of security clearance and requires access for official purposes, and that the information will be protected by the receiving [*5] Party as required by the releasing Party.

ARTICLE 5

VISITS

A. Authorizations for visits by representatives of one Party to facilities and establishments of the other Party, where access to classified military information is required, shall be limited to those necessary for official purposes. Authorizations to visit the facilities and establishments shall be granted only by government officials designated by the Parties.

B. Requests for visits by Latvian representatives to facilities and establishments in the United States of America shall be submitted through the Latvian Embassy in Washington, D.C.

C. Requests for visits by United States representatives to facilities and establishments in the Republic of Latvia shall be submitted through the United States Defense Attache Office in Riga.

ARTICLE 6

PHYSICAL SECURITY

A. The Parties shall be responsible for all classified military information of the other Party while in transit or storage within their territory.

B. The Parties shall be responsible for the security of all government and private facilities and establishments where the information of the other Party is available and shall assure that qualified individuals [*6] are appointed for each such facility or establishment who shall have the responsibility and authority for the control and protection of the information.

C. The information shall be stored in a manner that assures access only by those individuals who have been authorized access pursuant to Article 3 of this Agreement.

ARTICLE 7

TRANSMISSION

A. Classified military information shall be transmitted between the Parties through government-to-government channels.

B. The Parties shall comply with the following measures for the secure national and international transmission of classified military information:

(1) Documents and other media:

(a) Documents and other media containing classified information shall be transmitted in double-sealed envelopes or other double wrapping. The innermost envelope or wrapping will bear the classification of the documents and the organizational address of the intended recipient; the outer envelope will bear the organizational address of the recipient, the organizational address of the sender, and the registry number, if applicable.

(b) No indication of the classification of the enclosed information shall be made on the outer envelope or wrapping. [*7]

(c) The sealed package shall be transmitted according to the prescribed regulations and procedures of the releasing Party.

(d) Receipts shall be prepared for packages containing classified military information that are transmitted between the Parties, and a receipt for the enclosed information shall be signed by the final recipient and returned to the sender.

(2) Equipment:

(a) Classified equipment shall be transported in sealed covered vehicles, or be securely packaged or protected, and kept under continuous control to prevent access by unauthorized persons.

(b) Classified equipment which must be stored temporarily awaiting shipment shall be placed in a secure, locked storage area. The area shall be protected by intrusion-detection equipment or guards with security clearances who shall maintain continuous surveillance of the storage area.

(c) Receipts shall be obtained on every occasion when classified equipment changes hands en route; and, a receipt shall be signed by the final recipient and returned to the sender.

(3) Electronic transmissions:

Classified military information transmitted by electronic means shall be encrypted.

ARTICLE 8

ACCOUNTABILITY AND CONTROL

Accountability [*8] and control procedures shall be established to manage the dissemination of and access to classified military information in accordance with the laws and other legislation of the Parties.

ARTICLE 9

MARKING OF DOCUMENTS

Each Party shall stamp or mark the name of the originating government on all classified military information received from the other Party. The information shall be marked with a national security information secrecy classification marking of the recipient Party that will afford a degree of protection equivalent to that afforded to it by the originating Party.

ARTICLE 10

DESTRUCTION

A. Classified documents and other media containing classified information shall be destroyed by burning, shredding or other means so as to prevent reconstruction of the classified information.

B. Classified equipment shall be destroyed beyond recognition or modified so as to preclude reconstruction of the classified information in whole or in part.

ARTICLE 11

REPRODUCTION

When classified documents or other media are reproduced, all original security markings thereon also shall be reproduced or marked on each copy. Such reproduced documents or media shall be placed [*9] under the same controls as the original document or media. The number of copies shall be limited to that required for official purposes.

ARTICLE 12

TRANSLATION

All translations of classified information shall be made by individuals with security clearances pursuant to Article 4. The number of copies shall be kept to a minimum and the distribution thereof shall be controlled. Such translations shall bear appropriate security classification markings and a suitable notation in the language into which it is translated, indicating that the document contains classified information of the releasing Party.

ARTICLE 13

RELEASE TO CONTRACTORS

Prior to the release to a contractor or prospective contractor of any classified military information received from the other Party, the recipient Party shall:

- (1) Ensure that such contractor or prospective contractor and the contractor's facility have the capability to protect the information;
- (2) Grant to the facility an appropriate facility security clearance;
- (3) Grant appropriate personnel security clearances for those individuals whose duties require access to the information;
- (4) Ensure that all individuals having access to the information [*10] are informed of their responsibilities to protect the information in accordance with applicable laws and regulations;
- (5) Carry out periodic security inspections of cleared facilities to ensure that the information is protected as required herein; and
- (6) Ensure that access to the information is limited to those persons who have a need to know for official purposes.

ARTICLE 14

ACTION IN THE EVENT OF LOSS OR COMPROMISE OR POSSIBLE LOSS OR COMPROMISE

The releasing Party shall be informed immediately of all losses or compromises, as well as possible losses or compromises, of its classified military information and the recipient Party shall initiate an investigation to determine the circumstances. The results of the investigation and information regarding measures taken to prevent recurrence shall be forwarded to the releasing Party by the Party that conducts the investigation.

ARTICLE 15

REVIEW OF SECURITY SYSTEMS

A. Implementation of the foregoing security requirements can be advanced through reciprocal visits by security personnel of the Parties.

B. Accordingly, security representatives of the Parties, after prior consultation, shall be permitted to visit the other [*11] Party, to discuss and view firsthand, the implementing procedures of the other Party in the interest of achieving reasonable comparability of the security systems. Each Party shall assist the security representatives in determining whether classified military information provided by the other Party is being adequately protected.

ARTICLE 16

IMPLEMENTATION AND TERMINATION

A. This Agreement shall enter into force upon the date of the last signature.

B. Amendments to this Agreement may be made by mutual consent of the Parties and shall enter into effect on the date of their signing.

C. This Agreement shall remain in force for a period of five years and shall be extended annually thereafter, unless either Party notifies the other in writing through diplomatic channels, ninety days in advance, of its intention to terminate the Agreement.

D. Notwithstanding the termination of this Agreement, all classified military information provided pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein.

DONE at Washington, D.C. this 15th day of January 1998, in the English and Latvian languages. In the case of different interpretation, [*12] the English text shall prevail.

SIGNATORIES:

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE REPUBLIC OF LATVIA